

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Amelia L Butler

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

King County

(c) Attorneys (Firm Name, Address, and Telephone Number)

N/A

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

 1 U.S. Government Plaintiff 3 Federal Question  
(U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity  
(Indicate Citizenship of Parties in Item II.)ST  
WASHINGTON  
DEPT.

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

PTF DEF

 1  1 Incorporated or Principal Place of Business In This State 4  4

Citizen of This State

 2  2 Incorporated and Principal Place of Business In Another State 5  5

Citizen of Another State

 3  3 Foreign Nation 6  6

Citizen or Subject of a Foreign Country

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<b>PERSONAL PROPERTY</b>		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 850 Securities/Commodities Exchange
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 891 Agricultural Acts
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 899 Administrative Procedure Act Review or Appeal of Agency Decision
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/ Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty Other:	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/ Disabilities - Other	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 790 Other Labor Litigation	
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Employee Retirement Income Security Act	
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
IMMIGRATION	FEDERAL TAX SUITS			
	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)		
	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609		

## V. ORIGIN (Place an "X" in One Box Only)

 1 Original Proceeding  2 Removed from State Court  3 Remanded from Appellate Court  4 Reinstated or Reopened  5 Transferred from Another District  6 Multidistrict Litigation (specify)

VI. CAUSE OF ACTION  
All of the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Contract, R.C.W 19.108, 726 U 19.108.9C, Lanham Act, 15 U.S.C.A. 1051 et seq, Copyright Infringement, trademark, trade secret

Brief description of cause:  
ADA, Contract, trademark, copyright, Lanham Act, non payment, Arbitration, Laws

VII. REQUESTED IN COMPLAINT:  CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

VIII. RELATED CASE(S), CIVIL, AND INFORMATION FOR DETAILS! COMPLAINT LABELED SEE PLAINTIFF AND INFORMATION FOR DETAILS! COMPLAINT LABELED

DATE: 16-1-15  
FOR OFFICE USE ONLY

SIGNATURE

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE

AMOUNT: AAA  
DOCKET NUMBER: 011406010889  
81515

Attached pages 1-46

1  
2  
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6 UNITED STATES DISTRICT COURT FOR THE  
7 WESTERN DISTRICT OF WASHINGTON  
8  
9

10 Amelia L. Butler  
11 Plaintiff  
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13 Vs.  
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New Horizon Great Lakes Holding Corporation and  
M & J LLC  
Defendants

Honorable Judge Jones

For Cases:

CV-15-01304-RAJ  
CV-15-01313-RAJ  
CV-15-01314 RAJ  
CV-15-01315 RAJ

Dated 10-1-15

*Amended*  
Coversheet part 2 of 2

List of documents enclosed include:

1. UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON  
Complaint form titled "Complaint " (Plaintiff complaint part 1)
2. Plaintiff Amelia L. Butler Amended Claims upon which relief can be  
granted and Amelia L. Butler complaint (Plaintiff complaint part 2)
3. Summons *for each defendant*
4. agreements

*OK  
10-1-15*

- 1 5. Licensor usage guidelines
- 2 6. AAA rules for consumers that apply
- 3 7. proof of copyrights and  
4 trademarks
- 5 -
- 6 8. -
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Oct 10-1-15

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON

Amelia L Butler

Plaintiff(s)

vs.

New horizons Great Lakes Holding Corporation and M3S LLC

Amended  
COMPLAINT  
Part 1 of 2

Defendant(s),

Parties to this Complaint:

Plaintiff's Name, Address and Phone Number

Amelia L Butler P.O. Box 3388  
Federal Way WA 98063 425-213-3214

Defendant's Name, Address and Phone Number

New Horizons Great Lakes  
Holding Corporation  
14115 Farmington Rd, Livonia MI  
48154, 734-252-8918

Defendant's Name, Address and Phone Number

M3S LLC  
14115 Farmington Rd, Livonia MI  
48154, 734-252-8918

1 of 19

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(If you have more defendants, list them using the same outline on another piece of paper.  
Attach additional sheets, if necessary)

**Jurisdiction**

(Reason your case is being filed in federal court)

Copyright Infringement, trademark Infringement,  
Federal question, Contracts between the parties named  
State Jurisdiction, RCW 7.04A Uniform Arbitration Act  
Contract Claim, Federal Rules, Federal Acts, Claims  
and complaints and statements in Plaintiff Amended Complaint  
Part 2, RCW that apply, AAA rules, RCW 7.04A.110, RCW  
7.04A.040, RCW 7.04A.070(3)(5)(6), RCW 7.04A.060(2),  
RCW 7.04A.100 (1) **Statement of Claim:**  
(State here as briefly as possible the facts of your case.)

- 1) I Plaintiff Amelie A L Butter have claims  
against you the Defendants: New horizon  
Great Lakes Holding Corporation and M3  
LLC separately. The Claims include,  
but not limited too,:
- 2) Defendants owe plaintiff as stated in  
the contracts signed by defendants. Defendants  
owe plaintiff money, payments, and  
damages and has failed to pay plaintiff.  
Defendants failure to pay plaintiff has  
seriously injured plaintiff, and plaintiff's  
business, and plaintiff's family.
- 3) Defendants have injured plaintiff's  
Intellectual Property, copyrights,  
and trademarks. Due to Defendants

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10/1/15

*Statement of Claim  
(continued)*

EE. Defendants promised to pay plaintiff for the sale of all vendors' courseware sold in Defendants locations that included any subject matter of healthcare information technology regardless of who owned the courseware on the grounds that Plaintiff's products in Defendants locations included various vendor-developed courseware's. Defendants have refused to pay Plaintiff

FF. 7) Both Defendants promised Plaintiff and confirmed that both Defendants would pay plaintiff 25% of 15,840 students' tuition for 5 years, regardless to the fact that any products were sold or not (see agreements under fee section). In addition, Defendants submitted that same promise and confirmation of payment to Plaintiff of 25% of 15,840 anticipated students' tuition to the state of Michigan for approval. Both Defendants have refused to pay Plaintiff.

### CAUSES OF ACTION

16) Amelia L. Butler, claims and complaints against both Defendants separately include:

*15-CV-01313 RAJ/ and  
15-CV-01304 RAJ*

17) Defendants Breach of the Contracts: Amelia L. Butler are separately claiming that both Defendants separately have breached and violated the contracts and licensing agreements labeled *Agreement #2*, 179 1 through 12, and *Agreement #5*, 1HCITSC 1 through 13, on the grounds of:

- A. Both Defendants negotiated with NH WEST MICHIGAN, LLC, New Horizons Computer Learning Center, NEW HORIZONS - GRAND RAPIDS, LLC, to implement Plaintiff Butlers' products into 2 of Defendants locations. Defendants provided proof of success of the implementation and negotiation. A year later, both Defendants completed an additional negotiation with Fisk University, Defendants Ohio partners, and Med-Certs, and Defendants have not made any payment to plaintiff.
- B. Both Defendants negotiated with NH WEST MICHIGAN, LLC, New Horizons Computer Learning Center, NEW HORIZONS - GRAND RAPIDS, LLC, to implement

*3 of 19*

*08/10/15*

*Statement of Claim  
(Continued)*

1 Plaintiff Butlers' products and intellectual property into 2 of Defendants locations.  
 2 Defendants provided proof of success of the implementation and negotiation. A year  
 3 later, both Defendants completed an additional negotiation with Fisk University,  
 4 Defendants Ohio partners, and Med-Certs, without contacting Plaintiff for approval.

5 C. Both Defendants refused to communicate, support, promote, maximize, and/or enhance  
 6 plaintiff products as stated in the contracts with Scott McLean as it pertains to the  
 7 licensing agreements and both Defendants New Horizon Great Lakes Holding  
 8 Corporation, and M & J L.L.C. DBA New Horizons Learning Centers New Horizon  
 9 Great Lakes Holding's contractual obligations with Plaintiff.

10 D. Both Defendants refused to communicate, support, promote, maximize, and/or enhance  
 11 plaintiff products with any of Defendants staff at New Horizon Great Lakes Holding  
 12 Corporation, and M & J LLC about both Agreements.

13 E. Both Defendants refused to allow Defendants alleged courseware review team to  
 14 communicate, support, promote, maximize, and/or enhance Plaintiff products.

15 F. Both Defendants refused to allow Mr. Scott McLean to communicate, support, promote,  
 16 maximize, and/or enhance Plaintiff products.

17 A. Neither Defendants ever provided clear communication about who was to be the point of  
 18 contact for each contract.

19 B. Neither Defendants ever provided any clear communication and refused communication  
 20 with plaintiff after receiving all of Plaintiff s' products.

21 C. Both Defendants allowed Scott McLean to act as a support person and course evaluator  
 22 without having knowledge of the healthcare technology field. The agreements state that  
 23 each person shall have knowledge and be competent in the field of healthcare technology.

24 D. Both Defendants named above admitted to breaching both of the contracts and license  
 25 agreements signed that include licensing agreements labeled *Agreement #2*, 179 1 through  
 26 12, and *Agreement #5*, 1HCITSC 1 through 13

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 28 -4 of 19

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 10-18

*Statement of Claim  
(Continued)*

1 E. Both Defendants named above admitted to breaching and/or violating the non-compete  
2 agreement provisions stated in both contracts, and defendants refused communication with  
3 plaintiff.

4 F. Both Defendants named above admitted to breaching the contract by both Defendants  
5 deliberate abandonment of the contract provisions

6 G. Both Defendants have violated and breached the agreements stated herein which include  
7 300-575 breaching violations, including the stated violations herein

8 H. Both Defendants have stated in legal documents that they are refusing to offer, promote,  
9 and maximize Plaintiff s' programs and products properly under the agreed upon terms.  
10 For example, the Defendants were offering and promoting the program at two locations in  
11 the state of Michigan until March 12, 2013, and subsequently removed the programs,  
12 which violated the contract provisions, Following this, Defendants gained permission from  
13 the state of Ohio to sell the Plaintiff s' Butlers' programs in one of their Ohio locations  
14 beginning on July 31, 2013, with proper permission from plaintiff s. In addition,  
15 Defendants gained profit from Fisk University beginning in 2013, and from Med-Certs  
16 LLC both of which were using Plaintiff s' products

17 I. Defendants M&J L.L.C. DBA New Horizons Learning Centers New Horizon Great Lakes  
18 Holding Corporation breached the contracts by not paying Plaintiff s' 25 percent of all  
19 tuition and licensing fees, which include \$12,000.00 per location as agreed upon in the  
20 contracts signed

21 J. Defendants New Horizon Great Lakes Holding Corporation breached the contracts by not  
22 paying Plaintiff s' 25 percent of all tuition and licensing fees, which include \$12,000.00  
23 per location as agreed upon in the contracts signed

24 K. Both Defendants breached the contracts by refusing to follow the dispute resolution  
25 agreement detailed in the contracts signed.

26 L. Both Defendants breached the contracts by reverse engineering Licensors' HC-IT®  
27 Products included in the signed agreements to be licensed and sold by the Defendants

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10-1-15

*Statement of Claim  
(Continued)*

1 named above, which are more specifically identified as HC-IT® Application Specialist®,  
2 HC-IT® Implementation Specialist®, HC-IT® certifications, HIM Entrance Exam®, and  
3 selling them as their own

4 M. Defendants breached the contract on the grounds of Defendants having sold and offered  
5 Plaintiff products to Fisk University without permission of the licensors

6 N. Defendants breached the contract by sending a letter to plaintiff in June 2014 that stated  
7 Defendants allegedly terminated the contract in November 2012, which would confirm  
8 Defendants infringement on the Plaintiff s' rights

9 O. Defendants breached the contracts for nonpayment to Plaintiff s.

10 P. Defendants breached the contracts on the grounds of nonpayment to Plaintiff s, in  
11 addition to the stated copyright infringement violations against Defendants herein, and the  
12 stated trade secret infringement violations against Defendants herein

13 Q. Defendants obtained and confirmed Ohio state approval for Plaintiff Butlers' products  
14 stated in the agreements to be sold and/or offered using healthcare technology themes of  
15 various types at Defendants locations

16 R. The state of Ohio provided approval and confirmation for all Plaintiff subject material,  
17 courses, course curriculum, learning objectives, duration of each subject, course maps, lab  
18 exercises, assessments, subject review and all other materials, as well as the methodology  
19 for teaching the courses and programs, without Plaintiff permission

20 S. Defendants sold, implemented , offered, and/or added Plaintiff products to Med Cert,  
21 LLC, NH WEST MICHIGAN, LLC, NH Cleveland, LLC, New Horizons Computer  
22 Learning Center, and NEW HORIZONS - GRAND RAPIDS, LLC,

23 T. Defendants stated in an email that Defendants removed some of Plaintiff s' products, and  
24 refused to pay plaintiff for the agreed upon percentage of student tuition obtained and  
25 anticipated for the products, including the remaining products that were currently being  
26 sold in Defendants locations

27 6 of 19

28 *Joe*  
10-1-15

Statement of claim  
(continued)

1 U. ) Both Defendants promised Plaintiff and confirmed that both Defendants would pay  
 2 plaintiff 25% of 15,840 students' tuition for 5 years, regardless to the fact that any  
 3 products were sold or not (see agreements under fee section). In addition, Defendants  
 4 submitted that same promise and confirmation of payment to Plaintiff of 25% of 15,840  
 5 anticipated students' tuition to the state of Michigan for approval. Both Defendants have  
 6 refused to pay Plaintiff.

CAUSES OF ACTION for (15-CV-01314 RAJ)

7 Plaintiff Amelia L. Butler (referred to as Plaintiff Butler herein) claims and complaints  
 8

9 against both Defendants separately include:

10 **18) Defendants violation and misappropriation of Plaintiff Butlers' trade secrets and**  
 11 **intellectual property under Chapter 19.108 RCW UNIFORM TRADE SECRETS ACT,**  
 12 **and Defendants violation of Plaintiff Butlers' trade secrets as pertaining to Trade Secret**  
 13 **Misappropriation (RCW 19.108, and RCW 19.108.900):** Plaintiff Amelia L. Butler, owns all  
 14 the HC-IT trademark, trade secrets, copyrights and all other intellectual property stated herein.  
 15 Both Defendants have violated Plaintiff Butlers', copyrights, trade secrets and intellectual  
 16 property rights on the grounds of:

17 a) Both Defendants sold, offered, and/or added Plaintiff Butlers' products into separate  
 18 organization that include : Med Cert, LLC, NH WEST MICHIGAN, LLC, NH  
 19 Cleveland, LLC, New Horizons Computer Learning Center, and NEW HORIZONS -  
 20 GRAND RAPIDS, LLC, New Horizons Computer Learning Centers – Great Lakes , New  
 21 Horizons Computer Learning Centers- Detroit , My CAA, New Horizons Computer  
 22 Learning Centers of Greater Michigan (Grand Rapids), New Horizons Computer  
 23 Learning Centers of Detroit MI ( Livonia ), without proper permission.  
 24 b) Both Defendants have violated, breached, and violated plaintiff Butlers' property rights  
 25 stated herein that include the 300-575 additional violations, including the ones stated  
 26 herein violations.  
 27 c) Both Defendants stated in an email that Defendants removed and abandoned some of  
 28 Plaintiff Butlers' products and refused to pay plaintiff for the percentage of student

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10-1-15

*Statement of Claim  
(continued)*

1 tuition Defendants obtained for the products, including the remaining products that were  
2 still being sold in Defendants locations.

3 d) Both Defendants obtained and confirmed Ohio state approval for Plaintiff Butlers'  
4 products stated in the agreements to be sold and/or offered using healthcare technology  
5 themes of various types at Defendants locations then defendants abandoned plaintiff  
6 products, thereafter.

7 e) Both Defendants sold, implemented, and offered Plaintiff Butlers' products to Fisk  
8 University, without permission.

9 f) Both Defendants violated Plaintiff Butlers' trade secrets by reverse engineering and/or  
10 creating similar products and business models to Licensors' HC-IT® products, which  
11 were included in the signed agreements to be licensed and sold by Defendants named  
12 above, which are more specifically identified as HC-IT® Application Specialist®, HC-  
13 IT® Implementation Specialist®, HC-IT® certifications, HIM Entrance Exam®, and  
14 selling them as their own

15 g) Both Defendants violated Plaintiff Butlers' trade secrets by selling any products at any  
16 time using a healthcare technology theme, design, and/or business model at Defendants  
17 locations, without defendants being in compliance with the licensing agreements stated  
18 herein.

19 h) Both Defendants violated Plaintiff Butlers' trade secrets by selling and/or implementing  
20 any products at any time using a healthcare technology theme, design, and/or business  
21 model at Defendants locations, Fisk University and MedCerts, LLC without defendants  
22 being in compliance with the licensing agreements stated herein

23 i) Both Defendants violated Plaintiff Butlers' trade secrets by obtaining a license from the  
24 state of Ohio to sell Plaintiff Butlers' products in Ohio, without defendants being in  
25 compliance with the licensing agreements stated herein

26 j) Both Defendants have falsely used in commerce words, terms, names, symbols, or  
27 devices, and/or combinations thereof of Plaintiff Butlers' work and other work offered at

Statement of claim  
(Continued)

1 Defendants locations. In addition, Defendants has provided false designation of origin,  
2 false or misleading description of the facts and false or misleading representation of facts  
3 as pertaining to Plaintiff Butlers' work and other works offered at Defendants locations

4 k) Both Defendants violated Plaintiff Butlers' trade secrets separately by reverse  
5 engineering and/or creating similar products and business models to the Licensors HC-  
6 IT® Products included in the signed agreements to be licensed and sold by Defendants  
7 named above, which are more specifically identified as HC-IT® Application Specialist®,  
8 HC-IT® Implementation Specialist®, HC-IT® certifications, HIM Entrance Exam®, and  
9 selling them as their own

10 l) Both Defendants violated Plaintiff Butlers' trade secrets by selling any products at any  
11 time using a healthcare technology theme, design, and/or business model at Defendants  
12 locations

13 m) Both Defendants violated Plaintiff Butlers' trade secrets by selling and/or implementing  
14 any products at any time using a healthcare technology theme, design, and/or business  
15 model at Defendants locations, Fisk University, and MedCerts, LLC, without permission  
16 from plaintiff

17 n) Both Defendants violated Plaintiff Butlers' trade secrets by obtaining a license from the  
18 state of Ohio to sell Plaintiff Butlers' products in Ohio Additional violations include  
19 statements in paragraphs # 18- 20 herein.

20 o) Both Defendants promised Plaintiff and confirmed that both Defendants would pay  
21 plaintiff 25% of 15,840 students' tuition for 5 years, regardless to the fact that any  
22 products were sold or not (see agreements under fee section). In addition, Defendants  
23 submitted that same promise and confirmation of payment to Plaintiff of 25% of 15,840  
24 anticipated students' tuition to the state of Michigan for approval. Both Defendants have  
25 refused to pay Plaintiff s.

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1 19) Defendants violations of The Lanham Act of 1946, also known as the Trademark Act  
2 (15 U.S.C.A. § 1051 et seq., Ch. 540, 60 Stat. 427 [1988 & Supp. V 1993]) on the grounds of:

3 A. Both Defendants have been actively encouraging students to register for the Plaintiff  
4 products at Defendants various locations infringing, breaching and violating Plaintiff  
5 Butlers' trade secrets and content by denying that the programs exist in their locations.  
6 Defendants were also violating Plaintiff Butlers 'copyrights, content, and trade  
7 secrets, which include curriculum, guides, outlines, learning goals, Plaintiff essentials  
8 for student learning, and the scope and sequence in which one introduces the  
9 prioritized learning goals, when Defendants openly paid the State Board Agency on  
10 July 13, 2013 and openly implemented Plaintiff Butlers' products at Fisk University in  
11 2013 and at MedCerts in 2013 , This harmed and disseminated the content, trade  
12 secrets and copyrights of the Plaintiff Butlers'. This had the result of infringing,  
13 breaching and violating Plaintiff Butlers' trade secrets and content as pertaining to the  
14 Ohio locations, but not limited to those Ohio locations. Defendants also paid for their  
15 websites to host and promote links to infringed content on Defendants servers.  
16 Defendants have profited handsomely from this copyright infringement by charging  
17 tuition to student users who wish to download content and/or access the content from  
18 Defendants servers

19 B. Both Defendants provided false and/or misleading descriptions of Plaintiff Butlers'  
20 products and falsely provided misleading representation of Plaintiff Butlers' products,  
21 something which has likely caused confusion over Plaintiff Butlers' products including  
22 deception over the affiliation between plaintiff and Defendants s. In addition, Defendants  
23 misrepresented in commercial advertising and promotion the nature, characteristics,  
24 qualities and/or geographic origin of Plaintiff Butlers' goods, services, and/or commercial  
25 activities

26 C. Both Defendants have falsely used in commerce words, terms, names, symbols,  
27 devices, and/or combinations thereof of Plaintiff Butlers' work and other work offered  
28 at Defendants locations. In addition, Defendants are providing false designation of  
origin, false or misleading description of the product and false or misleading

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*Statement of Claim  
continued*

1 representation of facts as pertaining to Plaintiff Butlers' work and other works offered  
2 at Defendants locations

3 D. Both Defendants violated Plaintiff Butlers' trade secrets by reverse engineering and/or  
4 creating similar products and business models to the Licensors' HC-IT® Products  
5 included in the signed agreements to be licensed and sold by Defendants named above,  
6 which are more specifically identified as HC-IT® Application Specialist®, HC-IT®  
7 Implementation Specialist®, HC-IT® certifications, HIM Entrance Exam®, and  
8 selling them as their own

9 E. Both Defendants violated Plaintiff Butlers 'trade secrets by selling any products at any  
10 time using a healthcare technology theme, design, and/or business model at  
11 Defendants locations

12 F. Both Defendants violated Plaintiff Butlers' trade secrets by selling and/or  
13 implementing any products at any time using a healthcare technology theme, design,  
14 and/or business model at Defendants locations, Fisk University, and MedCerts, LLC

15 A. Both Defendants violated Plaintiff Butlers' trade secrets by Defendants gaining a license  
16 from the State of Ohio to sell Plaintiff Butlers' products in Ohio Additional violations  
17 include statements in paragraphs # 18 and #20 herein.

18 *TS-cv-01304 RAJ and TS-cv-01315 RAJ*

19 **20) Defendants violation of Copyright Infringement 17 USC § 501 – on the grounds of:**

20 A. The copyrights, trade secrets, and intellectual property ownership provisions in both  
21 Agreements are clear in their provisions that state Plaintiff Butler is the sole owner of what  
22 is collectively called HC-IT® Products (See Exhibits HCITSC 188-215, 296-301,  
23 Agreement #2 pg. 9, Agreement #5 pg. 10, and 49 DD 1-64). Under the law, a license  
24 agreement between Plaintiff and Defendants protects Plaintiff Butlers' rights, as stated in  
25 case law, "Arizona Cartridge Remanufacturers Association Inc. v. Lexmark International  
26 Inc. ProCD, Inc. v. Zeidenberg,<sup>[6]</sup> Microsoft v. Harmony Computers,<sup>[7]</sup> Novell v. Network  
27 Trade Center,<sup>[8]</sup> and Ariz. Cartridge Remanufacturers Ass'n v. Lexmark Int'l, Inc.<sup>[9]</sup> (R2-)  
28 Defendants agreed that they do not currently have nor have they ever before created  
reference numbers 90344442, 90190418, ISBN number 9780615447766, *Healthcare*

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101-K

State of Claim  
(continued)

*Information Technology, The Software and Hardware Focus: Critical Factors for EMIR Implementation*, the title and/or series Health Care Information Technology, The Software and Hardware Focus, reference number 90049482, Healthcare Information Technology, HC-IT®, HC-IT® exams Healthcare Information Technology or HC-IT department, Healthcare Information Technology and/or HC-IT® publications, Healthcare Information Technology and/or HC-IT® courses, and/or any Healthcare Information Technology and/or HC-IT® affiliations. However, Defendants are selling and/or have sold 90344442, 90190418, ISBN number 9780615447766, *Healthcare Information Technology, The Software and Hardware Focus: Critical Factors for EMIR Implementation*, the title and/or series Health Care Information Technology, The Software and Hardware Focus, reference number 90049482, Healthcare Information Technology, HC-IT®, HC-IT® exams Healthcare Information Technology or HC-IT department, Healthcare Information Technology and/or HC-IT® publications, Healthcare Information Technology and/or HC-IT® courses, and/or any Healthcare Information Technology and/or HC-IT® affiliations during August 2012 into the year of 2015 .

B. As stated in the HCITSC licensing agreements, all Healthcare IT Network Technician, Healthcare IT Professional, Healthcare IT programs, Healthcare IT Technician, Health Information Management Technician, Health Information Support Specialist, Health Information Technician, Healthcare IT Support Technician, and Healthcare Support Worker programs, in addition to the other programs stated and any complication of the work, at any of Defendants locations, are the property of Plaintiff Butler , but Defendants are claiming ownership of these items without permission .

C. Plaintiff Amelia L. Butler has provided proof of copyright registration and have satisfied the requirement of ownership of all products that include, but are not limited to, the following: TXU001904509, TXU001730184, TXU001904512, TX0007888758, TXU001683683, Trademark registration numbers 90344442, 90049482, 90190418, ISBN#s: 9780615447766, *Critical Factors for Medical Systems Implementation*; ISBN# 9780615447766, *Critical Similarities and Differences in the Fields of Health Information Management, Healthcare Information Technology, Health Informatics, and Health Information Administration that You Must Know Before the HIM Entrance Exam®*; ISBN-

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On 10-1-15

*Statement of Claim  
(Continued)*

13 9780615555966, *Study Guide and HIM Entrance Exam®*; ISBN# 978-0615578606,  
2 *Healthcare Information Technology Dictionary and Reference Guide* ISBN-13 - 978-0-  
3 9859527-9-2, *Health Care Information Technology - The Hardware and Software Focus: Critical Factors for EMR Implementation*; ISBN-13: 978-0615447773, all Healthcare IT  
4 Network Technician, Healthcare IT Professional, Healthcare IT programs, Healthcare IT  
5 Technician, Health Information Management Technician, Health Information Support  
6 Specialist, Health Information Technician, Healthcare IT Support Technician, and  
7 Healthcare Support Worker programs, in addition to the other programs stated and any  
8 complication of the work, at any of Defendants locations are the property of Plaintiff  
9 Butler , but Defendants are claiming ownership of these items without permission

10 D. Defendants violated Plaintiff Butlers' intellectual property rights and rights to protection  
11 of copyrights by reverse engineering Plaintiff s' copyrights and Defendants offered and  
12 created the same product against the contract provisions

13 E. plaintiff satisfied all requirements for protection of Plaintiff Butlers' copyrights and  
14 intellectual property and trade secrets, as detailed in the Plaintiff Confidentiality  
15 Agreement and Contracts Provisions, Usage Guidelines and HCITSC Copyright Clause,  
16 which states: "For the purpose of this Business Agreement, Business to Business  
17 relationship and relationship all work performed, done, completed, requested to be  
18 completed, created, any and all other works copyrights, exclusive rights, related rights,  
19 neighboring rights, works subject to copyright, exclusive rights granted by copyright,  
20 moral rights, right to be credited for the work and Copyright as property right is/are owned  
21 wholly, owned, legally, solely, rights of Plaintiff Butler

22 **Defendants Had Access.**

23 21) "Proof of access requires only an opportunity for Defendants to view or to copy Plaintiff  
24 Amelia L. Butler's work." Plaintiff supplied Plaintiff Butlers' products and work to Defendants  
25 under a Licensing Agreement, which establishes Defendants "opportunity to view or to copy  
26 Plaintiff Butlers' work"

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Oct 10/1/14

# Statement of Claim (continued)

1 **Programs Implemented in the Ohio Locations, Fisk University and MedCert, LLC are the  
2 same and/or Substantially Similar to Plaintiff's Copyrighted Work**

3 22) A two-part test is used in adjudicating substantial similarity. “[T]he ‘extrinsic’ test considers  
4 whether two works share a similarity of ideas and expression based on external, objective  
5 criteria,” and the “intrinsic test asks whether an ‘ordinary, reasonable observer’ would find a  
6 substantial similarity of expression of the shared idea.” Programs described by Defendants on  
7 their website and Defendants advertisement for the Ohio locations and advertisement for all  
8 other locations that include MedCerts and Fisk University as it pertains to the products and  
9 Agreements, and Defendants deliberate submission of the explanations and use submitted to the  
10 State Board of Career Colleges and Schools in various states, are materially identical to Plaintiff  
11 Butlers’ products—a copyrighted work. Under the law, a License Agreement protects Plaintiff  
12 Butlers’ rights and plaintiff rights. Microsoft v. Harmony Computers stated herein. Defendants  
13 added and implemented plaintiff butlers’ programs and property into Med Cert, LLC, NH WEST  
14 MICHIGAN, LLC, NH Cleveland, LLC, New Horizons Computer Learning Center, and NEW  
15 HORIZONS - GRAND RAPIDS, LLC, New Horizons Computer Learning Centers – Great  
16 Lakes, New Horizons Computer Learning Centers- Detroit, My CAA, New Horizons Computer  
17 Learning Centers of Greater Michigan (Grand Rapids), New Horizons Computer Learning  
Centers of Detroit MI (Livonia), without proper permission.

18

19 **Additional Elements of plaintiffs' claims for relief:**

20

21 1. Defendants owe plaintiff money and payments as stated in the contracts and made  
22 promises to Plaintiff as it states in the contract and the agreements, and defendants failed  
23 to pay plaintiff and failed to comply with the contracts and the agreements. Defendants  
24 have failed to pay plaintiff. Defendants failure to pay plaintiff has caused serious injury  
to plaintiff.

25

26 2. Defendant breached defendants duties of care and defendants breached the contracts and  
27 defendants refused to perform defendants duties of the contracts.

28

14 of 19

10-18

*Statement of Claim  
(CONTINUED)*

1 3. Plaintiff and plaintiff products and property suffered serious injuries due to defendant's  
2 intentional actions, Due to defendant's actions and or lack of actions, and intentional  
3 breach of contract, breach of contract, and harm to plaintiff property, and harm to  
4 plaintiff stated herein. Plaintiff and plaintiff products and property suffered serious  
5 injuries from defendants that include financial hardship, product depreciation, financial,  
6 hardship , depreciation, benefit of use , life, liberty, property, damages stated herein ,  
7 damages , health , due process , products enhancement , product promotion , products ,  
8 communication , reputation , Damages awarded to claimant should take into  
9 consideration that claimant has lots of pain and suffering due to defendants actions that  
10 are both personal and business related that include: 1) The loss time in which claimant  
11 could have used the property. 2) Losses associated with increases in the property's  
12 values. 3) Losses connected with interest rates on the property.4) Loss of business and  
13 punitive damages. 5) defendants actions against Plaintiff also involved factors of malice,  
14 ill will, disregard of rights, or recklessness on the part of the defendants. 6) Plaintiff is  
15 requesting time of damages on the grounds of: A) The value of plaintiffs' property is  
16 usually calculated according to the fair market value at that time B) defendants  
17 transported plaintiffs property to different regions and this resulted in an increase in the  
18 property's value C) Plaintiff had a unique use for the property and sentimental value to  
19 them.  
20

21 4. These injuries were the result of Defendant's actions stated herein, and stated herein in  
22 plaintiff's claims, and stated herein in CAUSES OF ACTION stated, and plaintiff's  
23 claims and complaints.

22 *Additional*  
23 JURISDICTION Notes:

24 23) There are two separate, stand-alone License Agreements that clearly include the Licensor  
25 Usage Guidelines. These agreements are clear that the venue shall be in King County,  
26 Washington State

27  
28 *15 of 19*

*[Signature]*

## 1 Statement of Claim

2 (continued):

3 action, plaintiff has been harmed.  
4 Defendant owes plaintiff money  
5 and damages for the harm defendants  
6 have caused.

7 4) Plaintiff additional Statement of  
8 Claims and Injuries are stated  
9 in plaintiffs Amended. Complaint  
10 and Claims Part 1 of 2 page 1-6 and  
-2 of 2 pages 1-4.

11

12 5) Defendants refusal to Arbitrate  
13 has harmed plaintiff and  
14 caused serious hardship and  
15 caused serious injury to plaintiff.

16 6) Defendants refusal of plaintiff's  
17 Due process and speedy resolution  
18 has harmed plaintiff.

19 7) Defendants refusal of  
Discovery has harmed  
plaintiff.

20 8) Defendants refusal to pay  
21 all cost and Defendants refusal to pay  
22 arbitration fees has harmed plaintiff and  
23 caused serious injury.

## 1 Relief:

2 (State briefly exactly what you want the court to do for you)

3 Plaintiff is requesting the court and the  
 4 arbitrator to give plaintiff urgent relief  
 5 in the form of:

- 1 i) Award: Plaintiff with a Default Judgement of 15 million dollars paid to plaintiff, paid by both Defendants, separately; plus order Defendants to pay plaintiff an additional 5 million dollars a year for the next 5 years.
- 2 ii) the court to place the AAA Case on hold
- 3 iii) the court to approve and award all damages to plaintiff that plaintiff has stated in plaintiff's complaint part 1 and part 2, as plaintiff requested.
- 4 iv) award Plaintiff with a default Judgement against Defendants that awards and pays Plaintiff all monies, damages and relief requested - in Plaintiff's Amended Complaint part 1 and part 2
- 5 v) award Plaintiff Summary Judgement that forces Defendants to pay plaintiff all monies and damages that include 175 million, paid to plaintiff.

10-1-15

Date

Signature of Plaintiff

17 of 19

(State briefly exactly what you want the court to do for you)

1 (6) the courts to Enforce the agreements  
2 to arbitrate

3 (7) the courts to enforce the  
4 agreements and Licenser usage Guidelines

5 (8) the courts to enforce Defendants  
6 to pay all cost for arbitration  
7 as stated in the contract.

8 (9) the court to appoint an  
9 arbitrator that is not  
10 located in the state of  
11 Washington or Michigan

12 (10) the courts to set Discovery  
13 Schedule and order production  
14 of documents and admission  
15 Request and all other discovery.

16 (11) Appoint the Judicial Arbitrator Group Inc.  
17 address: 1001 Blake St, Ste 400, Denver, CO  
18 ~~to complete and to arbitrate~~ 80202  
19 Plaintiffs claims and complaints.

20 (12) order plaintiff access to all ADA  
21 accommodations needed during all processes.

22 (13) allow the Judicial Arbitrator Group Inc  
23 to hear plaintiffs claims and approve  
24 default judgement  
25 or summary judgement  
26 against Defendants  
to pay plaintiff  
1.75 million  
dollars (AD)

70-7-15

Date



Signature of Plaintiff

18 of 19

(State briefly exactly what you want the court to do for you)

14 The courts and or the arbitrator to approve, grant, and allow a Default Judgement and or Summary Judgement against Defendants named herein on the grounds that defendants are refusing to pay arbitration fees, and Defendants are refusing to arbitrate, defendants Behavior is a breach of the contracts signed.

15 The courts and or the newly appointed arbitrator to Enforce the agreements and order Defendants named to pay all cost, all AAA cost pending, all arbitration cost within 30 days or a default judgement and or Summary Judgement will be ordered against defendants to pay plaintiff all monies, all damages, all relief plaintiff requested and stated in all plaintiffs complaints and all plaintiffs request for relief, totaling 175. million paid to plaintiff by defendants.

16 The courts and arbitrator enforce the AAA consumer rules.

10-1-15

Date

Signature of Plaintiff

19 of 19

**Definitions as they pertain to reading this complaint include:**

**A.** "Plaintiff Butler" and or "Plaintiff Butlers" is defined as both Amelia L. Butler et al, and or Amelia Butler ,and or plaintiff

**B.** References numbers for case:

Reference number: AAA Case #01-14-0001-0889 and 75-458-Y-000373-13

Signed

Amelia Butler pro-se

400

10-1-15

1  
2 CERTIFICATE OF MAILING

3 I, Amelia Butler hereby certify that a copy of this document ~~will be in 3 days or~~  
4 ~~has been sent~~ certified by emailing and or by filing this document electronically, or  
5 ~~by mailing this document by US Mail to~~

6 All named including;

7

1. Ben Greenburg 701 Fifth Avenue, Suite 6100, Seattle, WA 98104—7043; and Peter  
8 Ehrlichman — [ehrlichman.peter@dorsey.com](mailto:ehrlichman.peter@dorsey.com); Columbia Center, 701 Fifth Avenue, Suite  
9 6100, Seattle, WA 98104—7043; for New Horizon Great Lakes Holding Corporation —  
10 14115 Farmington Rd., Livonia, MI 48154 — contact person: Mark A. McManus —  
11 [mark.mcmaus@nhgreatlakes.com](mailto:mark.mcmaus@nhgreatlakes.com); phone: 734—525—1501; fax: 734—252—8918; and  
12 M & J L.L.C. DBA New Horizons Learning Centers New Horizon Great Lakes Holding  
13 Corporation assumed names include: NEW HORIZONS COMPUTER LEARNING  
14 CENTERS OF DETROIT, MI/NEW HORIZONS COMPUTER LEARNING CENTER  
15 — 14115 Farmington Rd., Livonia, MI 48154 — contact person: Mark A. McManus —  
16 [mark.mcmaus@nhgreatlakes.com](mailto:mark.mcmaus@nhgreatlakes.com); phone: 734—525—1501; fax: 734—252—8918 or  
17 734—525—1401.
2. US District Court, 700 Stewart Street, Seattle, WA 98101

18 Signed

19 Amelia Butler pro-se

20   
21 

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22 10-1-15